

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
DELPHI CORPORATION et al., : Case No. 05-44481 (rdd)
Debtors. : (Jointly Administered)
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AFFIDAVIT OF SERVICE

I, Amber M. Cerveney, being duly sworn according to law, deposes and says that I am employed by Kurtzman Carson Consultants, LLC, proposed claims and noticing agent for the Debtors in the above-captioned cases.

On October 13, 2005, under my direction and under my supervision, employees of KCC caused to be served, via first class US mail the documents listed in Section 1 on the parties attached hereto as Exhibit A:

Section 1

- I. Order under Fed. R. Bankr. P. 1015(b) Authorizing Joint Administration (**Docket No. 28**) [**Attached hereto as Exhibit B**]
- II. Order Authorizing Admission of Pro Hac Vice of Charles E Brown and Joseph E Papilian (**Docket No. 34**) [**Attached hereto as Exhibit C**]
- III. Order Authorizing Admission of Pro Hac Vice of John Wm. Butler Jr., Ron Meisler, and John K. Lyons (**Docket No. 33**) [**Attached hereto as Exhibit D**]
- IV. Order (I) Authorizing the Debtors to Pay Prepetition Wages and Salaries to Employees and Independent Contractors; (II) Authorizing the Debtors to Pay Certain Prepetition Benefits and Continue the Maintenance of Human Capital Benefit Programs in the Ordinary Course; and (III) Directing Banks to Honor Prepetition Checks for Payment of Prepetition Human Capital Obligations (“Human Capital Obligations”) (**Docket No. 198**) [**Attached hereto as Exhibit E**]
- V. Order under 11 U.S.C. §§ 105(a), 363, 364, 1107, and 1108 and Fed. R. Bankr. P. 6004 and 9019 Authorizing Continuation of Vendor Rescue Program and Payment of Prepetition Claims of Financially-distressed Sole Source Suppliers and Vendors Without Contracts (“Essential Suppliers”) (**Docket No. 197**) [**Attached hereto as Exhibit F**]
- VI. Order under 11 U.S.C. § 105 Enforcing the Protections of 11 U.S.C. §§ 362 and 525 and Approving Notice to Customers, Suppliers and Other Stakeholders of the Debtors’ Non-Debtor Global Affiliates (“Non-Debtor Global Affiliates Notice”) (**Docket No. 201**) [**Attached hereto as Exhibit G**]

- VII.** Order under 11 U.S.C. §§ 105 and 363(b) Authorizing Payment of Certain Prepetition (A) Shipping and Delivery Charges for Goods in Transit and (B) Customs Duties (“Shipping and Customs”) **(Docket No. 202) [Attached hereto as Exhibit H]**
- VIII.** Order under 11 U.S.C. §§ 105, 363(b), 503(b) and 546(b) Authorizing Payment of Contractors and Service Providers in Satisfaction of Liens (“Lien Claimants”) **(Docket No. 199) [Attached hereto as Exhibit I]**

On October 13, 2005, under my direction and under my supervision, employees of KCC caused to be served, via first class US mail the documents listed in Section 2 on the parties attached hereto as Exhibit J;

Section 2

- I.** Order under 11 U.S.C. §§ 105 and 363(b) Authorizing Payment of Certain Prepetition (A) Shipping and Delivery Charges for Goods in Transit and (B) Customs Duties (“Shipping and Customs”) **(Docket No. 202) [Attached hereto as Exhibit H]**
- II.** Order (I) Authorizing the Debtors to Pay Prepetition Wages and Salaries to Employees and Independent Contractors; (II) Authorizing the Debtors to Pay Certain Prepetition Benefits and Continue the Maintenance of Human Capital Benefit Programs in the Ordinary Course; and (III) Directing Banks to Honor Prepetition Checks for Payment of Prepetition Human Capital Obligations (“Human Capital Obligations”) **(Docket No. 198) [Attached hereto as Exhibit E]**

On October 13, 2005, under my direction and under my supervision, employees of KCC caused to be served, via first class US mail the documents listed in Section 3 on the parties attached hereto as Exhibit K;

Section 3

- I.** Order under 11 U.S.C. §§ 105, 363(b), 503(b) and 546(b) Authorizing Payment of Contractors and Service Providers in Satisfaction of Liens (“Lien Claimants”) **(Docket No. 199) [Attached hereto as Exhibit I]**

Dated: October 20, 2005

Amber M. Cervený

Amber M. Cervený

Sworn to and subscribed before
me on October 20, 2005

Evan J. Gershbein

Notary Public

My Commission Expires: 1/19/07

EXHIBIT A

Contact	Company	Address 1	Address 2	City	State	Zip	Country	Fax
Akihiko Imaya Group	Sharp Electronics Corp	Deputy General Manager	26131 Chinomoto Cho Tenri	Nara		632-8567	Japan	81-743-65-2809
Albert Togut	Togut Segal & Segal LLP	One Penn Plaza	Suite 3335	New York	NY	10119	US	212-967-4258
Alps Automotive Inc	Munekichi Ishida	1500 Atlantic Blvd		Auburn Hills	MI	48326	US	248-391-1564
Ann Wagoner	Applied Bio Systems	850 Lincoln Centre Dr		Foster City	CA	94404	US	650-638-5998
Attn Insolvency Department	Internal Revenue Service	290 Broadway	5th Floor	New York	NY	10007	US	
Attorney General Eliot Spitzer	Office of New York State	120 Broadway		New York City	NY	10271	US	
Barry Perry	Engelhard Corporation	101 Wood Ave		Iselin	NJ	08830	US	732-906-0337
Bill Staron	Dmc 2 Canada Corporation	2347 Commercial Dr		Auburn Hills	MI	48326	US	248-340-2471
Bjoern Goeke	Victory Packaging	3555 Timmons Lane	Suite 1440	Houston	TX	77027	US	713-961-3824
Brad Countryman Salesman	Isi Of Indiana Inc	1212 East Michigan St		Indianapolis	IN	46202	US	317-631-7981
Brent Mewhinney	Texas Instruments Inc	12900 North Meridian St	Suite 175 Ms 4070	Carmel	IN	46032	US	317-573-6410
Brian McGowan Sales Manager	Corus Lp	496 Highway 35 Rr2		Pontypool	ON	LOA 1KO	Canada	705-277-9742
Brian Ruel	Timken Company	31100 Telegraph Rd Ste 270		Bingham Farms	MI	48025	US	248-433-2253
Bruce A Fassett	Carlisle Engineered Prods	100 Seventh Ave Ste 100		Chardon	OH	44024	US	734-367-1431
Burr & Forman LLP	Michael Leo Hal	420 North Twentieth Street	Suite 3100	Birmingham	AL	35203	US	
Chet Korzeniewski	Fujitsu Ten Corporation	46029 Five Mile Rd		Plymouth	MI	48170	US	734-414-6660
Clifford Trapani	JPMorgan Chase Bank NA	Loan and Agency Services Group	1111 Fannin 10th Floor	Houston	TX	77002	US	713-750-2948
Darrell Seitz Senior Acct Mgr	Hitachi Automotive	955 Warwick Rd		Harrodsburg	KY	40330	US	248-474-5097
David Bader	Hss Llc	5446 Dixie Highway		Saginaw	MI	48601	US	989-777-4818
David L Resnick	Rothchild Inc	1251 Avenue of the Americas		New York	NY	10020	US	212-403-5454
David M McGinnis	Murata Electronics North	2200 Lake Park Dr		Smyrna	GA	30080	US	678-842-6625
Deirdre A Martini	United States Trustee	33 Whitehall Street	Suite 2100	New York	NY	10004	US	212-668-2256
Devin Denner Sales Manager	Olin Corp	427 N Shamrock St		East Alton	IL	62024	US	618-258-3481
Don Duda President	Methode Electronics Inc	7401 W Wilson		Chicago	IL	60706	US	708-867-3288
Donald Bernstein	Davis Polk & Wardwell	450 Lexington Avenue		New York	NY	10017	US	212-450-3092
Douglas Bartner Jill Frizzley	Shearman & Sterling LLP	599 Lexington Avenue		New York	NY	10022	US	212-848-7179
Dr Jurgen W Gromer	Tyco Electronics Corp	PO Box 3608		Harrisburg	PA	17105	US	717-592-7555
Dr Jurgen W Gromer	Tyco Electronics Corp	PO Box 3608		Harrisburg	PA	17105-3608	US	717-592-7555
Dr Jurgen W Gromer	Tyco Electronics Corp	Amperstrabe 1214		Bensheim		D-64625	Germany	49-0-62-51-133-1-548
Ed Mike Sales Manager	Soletron De Mexico Sa De Cv	Soletron Ivotronics	26525 American Dr	Southfield	MI	48034	US	248-263-8701
Frank H Avant President	Tdk Corporation Of America	1221 Business Center Dr		Mount Prospect	IL	60056	US	847-803-1125
Gary Thoe Chairman	Waupaca Foundry Inc	311 S Tower Rd		Waupaca	WI	54981	US	715-258-1712
Gordon Diag	Pbr Automotive Usa Pacific Group	140 Ellen Dr		Orion Township	MI	48359	US	248-377-4939
Harold M Stratton	Strattec Security Corp	3333 West Good Hope Rd		Milwaukee	WI	53209	US	414-247-3329
Hironobu Ono	Cataler North America Corp	7800 Chihama		Kakegawa-City Shizuoka			Japan	81-537-72-2629
Hitachi Automotive		34500 Grand River Ave		Farmington Hills	MI	48335	US	248-474-5097
Hitachi Chemical Asia Pacific	Hitachi Chemical Asia Pacific	Bedok Plant 20	Bedock South Rd	Singapore		469277	Singapore	656-444-6002
Infineon Technologies		StMartinStrasse 53		Munich		81669	Germany	49-0-89-234-8-52-02
James D Clark	IUE Comm Workers of America	501 3rd St NW 6th Floor		Washington	DC	20001	US	202-434-1343
James Le	Kurtzman Carson Consultants	12910 Culver Blvd	Suite I	Los Angeles	CA	90066	US	310-751-1561
Jeffrey Cohen	Pension Benefit Guaranty Corporation	1200 K Street NW	Suite 340	Washington	DC	20005	US	202-326-4112
Jeffrey Cohen	Pension Benefit Guaranty Corp	1200 K St NW		Washington	DC	20005	US	202-326-4112
Jim Offer	Pechiney Rolled Products	39111 W Six Mile Rd		Livonia	MI	48152	US	734-632-8483
Jim Trent	Nec Electronics Inc	Three Galleria Tower	13155 Noel Rd Ste 1100	Dallas	TX	75240	US	972-655-5133
Joe M Dorris President	Futaba Corp Of America	2865 Wall Triana Hwy		Huntsville	AL	35824	US	256-461-7741
Joe Minville	Flextronics Intl Asia Pacific	2 Robbins Rd		Westford	MA	01886	US	978-392-3011
Joel Robinson President Bob Finn	American Axle & Mfg Inc	One Dauch Dr		Detroit	MI	48211	US	313-974-2870
John Devine	General Motors Corporation	300 Renaissance Center	PO Box 300	Detroit	MI	48265	US	517-272-3709
John Devine	General Motors Corporation	300 Renaissance Center	PO Box 300	Detroit	MI	48265	US	517-272-3709
John Nielsen Dir Sales	Trw Automotive	12000 Tech Center Dr		Livonia	MI	48150	US	734-266-5704
John Wm Butler J Lyons R Meisler	Skadden Arps Slate Meagher & Flom	333 W Wacker Dr	Suite 2100	Chicago	IL	60606	US	312-407-0411
Kayalyn A Marafioti Thomas J Matz	Skadden Arps Slate Meagher & Flom	4 Times Square		New York	NY	10036	US	212-735-2000
Kenji Ito Vp Larry Khaykin	Aw Transmission Eng Aisin Seiki Co	Metro West Industrial Park	14933 Keel St	Plymouth	MI	48170	US	734-416-3844
Kenneth S Ziman Robert H Trust	Simpson Thatcher & Bartlett LLP	425 Lexington Avenue		New York	NY	10017	US	212-455-2502
Khuyen Ta	JPMorgan Chase Bank NA	Agent Bank Services Group	1111 Fannin 10th Floor	Houston	TX	77002	US	713-750-2938
Lance Williams Director Of Sales	Semiconductor Components	2000 S County Trail		East Greenwich	RI	02818	US	734-953-6860
Leo W Gerard	United Steel Workers	5 Gateway Center		Pittsburgh	PA	15222	US	412-562-2484
Linda Lynch	Robert Bosch Corporation	38000 Hills Tech Dr		Farmington Hills	MI	48331	US	248-848-6505
Lonie A Hassel	Groom Law Group	1701 Pennsylvania Avenue NW		Washington	DC	20006	US	202-659-4503
Martin J Bienenstock	Weil Gotshal & Manges LLP	767 Fifth Avenue		New York	NY	10153	US	212-310-8007
Michael Rudnicki	Niles Usa Inc	41129 Jo Dr		Novi	MI	48375	US	248-427-9701
Patrick Healy	Law Debenture Trust Company of NY	780 Third Ave 31st Fl		New York	NY	10017	US	212-750-1361
Paul Grimme	Freescale Semiconductor Inc	6501 William Cannon Dr West		Austin	TX	78735	US	512-895-8746
Peter Bauer EVP	Infineon Technologies	PO Box 80 09 49		Munich		81609	Germany	49-0-89-234-8-52-02
Peter Bauer, EVP	Infineon Technologies	PO Box 80 09 49		Munich		81609	Germany	49-0-89-234-8-52-02
Peter H Huizinga	Siemens Automotive Ltd	2400 Executive Hill Blvd		Auburn Hills	MI	48326	US	248-209-7877
Pioneer Indl Comp	Auto Electr Sales Inc	Kevin M Martin SVP	22630 Haggerty Rd	Farmington	MI	48335	US	248-449-1940
Ralph Seibt Sales Manager	Westwood Associates Inc	612 Willers Farm Rd		Milford	CT	06460	US	203-283-3100
Randall S Eisenberg	FTI Consulting Inc	3 Times Square	11th Floor	New York	NY	10036	US	212-841-9350

Contact	Company	Address 1	Address 2	City	State	Zip	Country	Fax
Reorganization Branch	Securities and Exchange Commission	233 Broadway		New York	NY	10279	US	
Richard Shoemaker	United Auto Workers	8000 E Jefferson		Detroit	MI	48214	US	313-823-6016
Robert Caruso	FTI Consulting Inc	333 West Wacker Drive	Suite 600	Chicago	IL	60606	US	312-759-8119
Robert Siegel	O'Melveny & Meyer LLP	400 South Hope Street		Los Angeles	CA	90071	US	213-430-6407
Ron Schubel	Molex Inc	222 Wellington Court		Lisle	IL	60532	US	630-813-5888
Russ Pollack Director Of Sales	Traxle Mfg Ltd	25300 Telegraph Rd Ste 450	Raleigh Office Center	Southfield	MI	48034	US	248-355-3558
Sam L Trency	Philips Semiconductors	1817 Dogwood Dr		Kokomo	IN	46902	US	765-452-9915
Scott Dekoker	Autocam Corporation	East Paris Ave		Kentwood	MI	49512	US	616-698-6876
Scott King	FTI Consulting Inc	Park One Center	6100 Oaktree Blvd Suite 200	Cleveland	OH	44131	US	216-986-2749
Scott Shilling Sales Director	Sgs Thompson	Victor Park West	19575 Victor Parkway	Livonia	MI	48152	US	734-462-4034
Sean Corcoran Karen Craft	Delphi Corporation	5725 Delphi Drive		Troy	MI	48098	US	248-813-2670
Steven M Cimalore	Wilmington Trust Company	1100 N Market St	Rodney Square N	Wilmington	DE	19890	US	302-636-4143
Ted B Opie	General Electric Company	Two Towne Square		Southfield	MI	48076	US	248-262-2663
Thomas F Maher R Duker G Russello	JPMorgan Chase Bank NA	270 Park Avenue		New York	NY	10017	US	212-270-0430
Tim Kuppler Vice President	Ti Group Automotive System	12345 E Nine Mile		Warren	MI	48090	US	586-427-3175
Tom A Jerman Rachel Janger	O'Melveny & Meyer LLP	1625 Eye Street NW		Washington	DC	20006	US	202-383-5414
Tracy Delcampo	Calsonic N America Inc	27000 Hills Tech Court		Farmington Hills	MI	48331	US	248-848-4850
Ylma Francis	JPMorgan Chase Bank NA	270 Park Avenue		New York	NY	10017	US	212-270-5484
Vince Sarrecchia	Panasonic Automotive	26455 American Dr		Southfield	MI	48034	US	248-447-7008
Y Yokoya	Hitachi Chemical Asia Pacific	Loyang Plant 32	Loyang Way	Singapore		508730	Singapore	656-546-2842

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	: Chapter 11
DELPHI NY HOLDING CORPORATION,	: Case No. 05-44481
Debtor.	:
-----X	
In re	: Chapter 11
DELPHI CORPORATION,	: Case No. 05-____ (____)
Debtor.	:
-----X	
In re	: Chapter 11
ASEC MANUFACTURING GENERAL PARTNERSHIP,	: Case No. 05-____ (____)
Debtor.	:
-----X	
In re	: Chapter 11
DELPHI MEDICAL SYSTEMS COLORADO CORPORATION,	: Case No. 05-____ (____)
Debtor.	:
-----X	
In re	: Chapter 11
DELPHI CHINA LLC,	: Case No. 05-____ (____)
Debtor.	:
-----X	



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: In re : Chapter 11
: :
ASEC SALES GENERAL : :
PARTNERSHIP, : : Case No. 05-____ (____)
: :
Debtor. : :
: :
-----X

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: In re : Chapter 11
: :
DELPHI MEDICAL SYSTEMS TEXAS : :
CORPORATION, : : Case No. 05-____ (____)
: :
Debtor. : :
: :
-----X

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: In re : Chapter 11
: :
DELPHI AUTOMOTIVE SYSTEMS : :
OVERSEAS CORPORATION, : : Case No. 05-____ (____)
: :
Debtor. : :
: :
-----X

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: In re : Chapter 11
: :
DELPHI AUTOMOTIVE SYSTEMS : :
KOREA, INC., : : Case No. 05-____ (____)
: :
Debtor. : :
: :
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: In re : Chapter 11
: :
DELPHI AUTOMOTIVE SYSTEMS : :
INTERNATIONAL, INC., : : Case No. 05-____ (____)
: :
Debtor. : :
: :
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In re : Chapter 11
DELPHI INTERNATIONAL HOLDINGS :
CORP., : Case No. 05-____ (____)
Debtor. :
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In re : Chapter 11
ASPIRE, INC., : Case No. 05-____ (____)
Debtor. :
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In re : Chapter 11
DELPHI CONNECTION SYSTEMS, : Case No. 05-____ (____)
Debtor. :
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In re : Chapter 11
DELPHI INTERNATIONAL SERVICES, : Case No. 05-____ (____)
INC., :
Debtor. :
:

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In re : Chapter 11
ENVIRONMENTAL CATALYSTS, LLC, : Case No. 05-____ (____)
Debtor. :
:

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In re	: Chapter 11
SPECIALTY ELECTRONICS	: Case No. 05-____ (____)
INTERNATIONAL LTD.,	:
Debtor.	:
-----X	
In re	: Chapter 11
DELPHI AUTOMOTIVE SYSTEMS	: Case No. 05-____ (____)
THAILAND, INC.,	:
Debtor.	:
-----X	
In re	: Chapter 11
DELCO ELECTRONICS OVERSEAS	: Case No. 05-____ (____)
CORPORATION,	:
Debtor.	:
-----X	
In re	: Chapter 11
DELPHI TECHNOLOGIES, INC.,	: Case No. 05-____ (____)
Debtor.	:
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In re	: Chapter 11
DELPHI AUTOMOTIVE SYSTEMS	: Case No. 05-____ (____)
(HOLDING), INC.,	:
Debtor.	:
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In re : Chapter 11
EXHAUST SYSTEMS CORPORATION, : Case No. 05-____ (____)
Debtor. :

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In re : Chapter 11
DELPHI MEDICAL SYSTEMS : Case No. 05-____ (____)
CORPORATION, :
Debtor. :

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In re : Chapter 11
DELPHI DIESEL SYSTEMS CORP., : Case No. 05-____ (____)
Debtor. :

-----X
In re : Chapter 11
DELPHI INTEGRATED SERVICE : Case No. 05-____ (____)
SOLUTIONS, INC., :
Debtor. :

-----X
In re : Chapter 11
PACKARD HUGHES INTERCONNECT : Case No. 05-____ (____)
COMPANY, :
Debtor. :

-----X

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:
In re : Chapter 11
:
DELPHI ELECTRONICS (HOLDING) : Case No. 05-____ (____)
LLC, :
Debtor. :
:

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In re : Chapter 11
:
DELPHI MECHATRONIC SYSTEMS, : Case No. 05-____ (____)
INC., :
Debtor. :
:

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:
In re : Chapter 11
:
SPECIALTY ELECTRONICS, INC., : Case No. 05-____ (____)
:
Debtor. :
:

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:
In re : Chapter 11
:
DELPHI AUTOMOTIVE SYSTEMS : Case No. 05-____ (____)
TENNESSEE, INC., :
Debtor. :
:

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In re : Chapter 11
:
DELPHI LLC, : Case No. 05-____ (____)
:
Debtor. :
:

-----X

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:
In re : Chapter 11
:
DREAL, INC., : Case No. 05-____ (____)
:
Debtor. :
:
-----X

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:
In re : Chapter 11
:
DELPHI AUTOMOTIVE SYSTEMS RISK : Case No. 05-____ (____)
MANAGEMENT CORP., :
Debtor. :
:
-----X

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:
In re : Chapter 11
:
DELPHI AUTOMOTIVE SYSTEMS : Case No. 05-____ (____)
SERVICES LLC :
Debtor. :
:
-----X

-----X
:
In re : Chapter 11
:
DELPHI LIQUIDATION HOLDING : Case No. 05-____ (____)
COMPANY, :
Debtor. :
:
-----X

-----X
:
In re : Chapter 11
:
DELPHI FOREIGN SALES : Case No. 05-____ (____)
CORPORATION, :
Debtor. :
:
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-----X		:
In re	:	Chapter 11
:	:	
DELPHI SERVICES HOLDING	:	Case No. 05-____ (____)
CORPORATION,	:	
Debtor.	:	
-----X		:
In re	:	Chapter 11
:	:	
DELPHI AUTOMOTIVE SYSTEMS	:	Case No. 05-____ (____)
HUMAN RESOURCES LLC,	:	
Debtor.	:	
-----X		:
In re	:	Chapter 11
:	:	
DELPHI AUTOMOTIVE SYSTEMS	:	Case No. 05-____ (____)
GLOBAL (HOLDING), INC.,	:	
Debtor.	:	
-----X		:
In re	:	Chapter 11
:	:	
DELPHI AUTOMOTIVE SYSTEMS LLC,	:	Case No. 05-____ (____)
Debtor.	:	
-----X		:

ORDER AUTHORIZING JOINT ADMINISTRATION

("JOINT ADMINISTRATION ORDER")

Upon the motion, dated October 8, 2005 (the "Motion"), of Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates (the "Affiliate Debtors"),¹ debtors and

¹ In addition to Delphi, the following entities are debtors in these related cases: ASEC Manufacturing General Partnership, ASEC Sales General Partnership, Aspire, Inc., Delco Electronics Overseas Corporation, Delphi Automotive Systems (Holding), Inc., Delphi Automotive Systems Global (Holding), Inc., Delphi Automotive Systems Human Resources LLC, Delphi Automotive Systems International, Inc., Delphi Automotive Systems Korea, Inc., Delphi Automotive Systems LLC, Delphi Automotive Systems

debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order authorizing the joint administration of the Debtors' separate chapter 11 cases for procedural purposes only; and upon the Affidavit Of Robert S. Miller, Jr. In Support Of Chapter 11 Petitions And First Day Orders, sworn to October 8, 2005; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.
2. The above-captioned cases are consolidated for procedural purposes only and shall be administered jointly under Case No. 05-44481 in accordance with the provisions of Rule 1015 of the Federal Rules of Bankruptcy Procedure, and the joint caption of the cases shall read as follows:

Overseas Corporation, Delphi Automotive Systems Risk Management Corp., Delphi Automotive Systems Services LLC, Delphi Automotive Systems Tennessee, Inc., Delphi Automotive Systems Thailand, Inc., Delphi China LLC, Delphi Connection Systems, Delphi Diesel Systems Corp., Delphi Electronics (Holding) LLC, Delphi Foreign Sales Corporation, Delphi Integrated Service Solutions, Inc., Delphi International Holdings Corp., Delphi International Services, Inc., Delphi Liquidation Holding Company, Delphi LLC, Delphi Mechatronic Systems, Inc., Delphi Medical Systems Colorado Corporation, Delphi Medical Systems Corporation, Delphi Medical Systems Texas Corporation, Delphi NY Holding Corporation, Delphi Services Holding Corporation, Delphi Technologies, Inc., DREAL, Inc., Environmental Catalysts, LLC, Exhaust Systems Corporation, Packard Hughes Interconnect Company, Specialty Electronics, Inc., and Specialty Electronics International Ltd.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:
In re	: Chapter 11
	:
DELPHI CORPORATION, <u>et al.</u> ,	: Case No. 05-44481
	:
Debtors.	: (Jointly Administered)
	:
-----X	

3. All original pleadings shall be captioned as indicated in the preceding decretal paragraph and all original docket entries shall be made in the case of Delphi Corporation, et al., Case No. 05-044481, and a docket entry shall be made in the other Debtors' chapter 11 cases substantially as follows:

An Order has been entered in this case directing the procedural consolidation and joint administration of the chapter 11 cases of Delphi Corporation; ASEC Manufacturing General Partnership; ASEC Sales General Partnership; Aspire, Inc.; Delco Electronics Overseas Corporation; Delphi Automotive Systems Global (Holding), Inc.; Delphi Automotive Systems (Holding), Inc.; Delphi Automotive Systems Human Resources LLC; Delphi Automotive Systems International, Inc.; Delphi Automotive Systems Korea, Inc.; Delphi Automotive Systems LLC; Delphi Automotive Systems Overseas Corporation; Delphi Automotive Systems Risk Management Corp.; Delphi Automotive Systems Services LLC; Delphi Automotive Systems Tennessee, Inc.; Delphi Automotive Systems Thailand, Inc.; Delphi China LLC; Delphi Connection Systems; Delphi Diesel Systems Corp.; Delphi Electronics (Holding) LLC; Delphi Foreign Sales Corporation; Delphi Integrated Service Solutions, Inc.; Delphi International Holdings Corp.; Delphi International Services, Inc.; Delphi Liquidation Holding Company; Delphi LLC; Delphi Mechatronic Systems, Inc.; Delphi Medical Systems Colorado Corporation; Delphi Medical Systems Corporation; Delphi Medical Systems Texas Corporation; Delphi NY Holding Corporation; Delphi Services Holding Corporation; Delphi Technologies, Inc.; DREAL, Inc.; Environmental Catalysts, LLC; Exhaust Systems Corporation; Packard Hughes Interconnect Company; Specialty Electronics, Inc.; and Specialty Electronics International Ltd. The

docket in Case No. 05-044481 should be consulted for all matters affecting this case.

4. Nothing contained in this Order shall be deemed or construed as directing or otherwise effecting the substantive consolidation of any of the above-captioned cases.

5. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

6. The requirement under Local Bankruptcy Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
October 8, 2005

s/ Arthur J. Gonzalez
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re:

Chapter 11

DELPHI CORPORATION, et al.,

Case No. 05-44481

Debtors.

-----X

**ORDER AUTHORIZING ADMISSION *PRO HAC VICE*
OF CHARLES E. BROWN and JOSEPH E. PAPELIAN**

UPON the motion of Kayalyn A. Marafioti dated October 8, 2005, for admission *pro hac vice*
in this bankruptcy proceeding; it is hereby

ORDERED, that Charles E. Brown and Joseph E. Papelian are admitted to practice, *pro hac*
vice in the above referenced bankruptcy proceeding, in the United States Bankruptcy Court, Southern
District of New York, subject to payment of the filing fees.

Dated: October 8, 2005
New York, New York

s/ Arthur J. Gonzalez
UNITED STATES BANKRUPTCY JUDGE



EXHIBIT D

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11

DELPHI CORPORATION, et al.,

Case No. 05-44481

Debtors.

-----X

ORDER AUTHORIZING ADMISSION *PRO HAC VICE*
OF JOHN WM. BUTLER, JR., JOHN K. LYONS and RON E. MEISLER

UPON the motion of Kayalyn A. Marafioti dated October 8, 2005, for admission *pro hac vice*
in this bankruptcy proceeding; it is hereby

ORDERED, that John Wm. Butler, Jr., John K. Lyons and Ron E. Meisler are admitted to
practice, *pro hac vice* in the above referenced bankruptcy proceeding, in the United States Bankruptcy
Court, Southern District of New York, subject to payment of the filing fees.

Dated: October 8, 2005
New York, New York

s/ Arthur J. Gonzalez
UNITED STATES BANKRUPTCY JUDGE



EXHIBIT E

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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:
In re :
:
Chapter 11
DELPHI CORPORATION, et al., :
:
Case No. 05 – 44481(RDD)
Debtors. :
:
(Jointly Administered)
:
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ORDER UNDER 11 U.S.C. §§ 105(a), 363, 507, 1107, AND 1108
(I) AUTHORIZING DEBTORS TO PAY PREPETITION WAGES AND SALARIES
TO EMPLOYEES AND INDEPENDENT CONTRACTORS; (II) AUTHORIZING DEBTORS
TO PAY PREPETITION BENEFITS AND CONTINUE MAINTENANCE
OF HUMAN CAPITAL BENEFIT PROGRAMS IN THE ORDINARY COURSE;
AND (III) DIRECTING BANKS TO HONOR PREPETITION CHECKS FOR
PAYMENT OF PREPETITION HUMAN CAPITAL OBLIGATIONS

("HUMAN CAPITAL OBLIGATIONS ORDER")

Upon the motion dated October 8, 2005 (the "Motion"),¹ wherein Delphi Corporation ("Delphi") and certain of its domestic subsidiaries and affiliates (the "Affiliate Debtors"), debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), moved for entry of an order, under sections 105(a), 363, 507(a)(3), 507(a)(4), 541, 1107, and 1108 of the Bankruptcy Code, (i) authorizing, but not directing, the Debtors to pay all human capital obligations of the Debtors, including prepetition claims of the Debtors' domestic active and inactive employees, any independent contractors, including those provided by employee supplier agreements, who currently are under formal or informal contracts, (collectively, and solely for the purposes of this Motion, the "Employees"), and those prepetition

¹ Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Motion.

claims on account of benefits to be provided to any of the Debtors' retirees and their surviving spouses (collectively, the "Retirees"), (ii) authorizing, but not directing, the Debtors to pay prepetition benefits and continue the Debtors' various human capital benefit plans and programs (collectively, the "Prepetition Human Capital Obligations"), and (iii) directing all banks to honor prepetition checks for payment of Prepetition Human Capital Obligations and prohibiting banks from placing any holds on, or attempting to reverse, any automatic transfers to Employees' accounts for Prepetition Human Capital Obligations; and upon the Affidavit Of Robert S. Miller, Jr. In Support Of Chapter 11 Petitions and First Day Orders; and upon the record of the hearing held on the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized, but not directed, to pay or otherwise honor the Prepetition Human Capital Obligations, as described in the Motion, including, but not limited to, Employees' prepetition and postpetition wages and salaries, including any commissions and bonuses for which the Employees are eligible; outstanding fees to members of the Debtors' Board of Directors; vacation, sick leave, personal leave, expense reimbursements, and severance; health, insurance, retirement, and other employee benefit programs; defined contribution, defined benefit, tax-qualified, and non-tax-qualified retirement plans; workers' compensation programs; and other benefits to, or for the benefit of, the Employees, and to continue each of the foregoing

Employee programs in the ordinary course of business; provided, however, that such payment, continuance of such Employee program, other honoring of such Prepetition Human Capital Obligations, or entry of this Order shall not make such obligations administrative expenses of the estates entitled to priority status under sections 503 and 507 of the Bankruptcy Code.

3. With respect to former officers and directors, the authority granted hereunder on account of Prepetition Human Capital Obligations is limited to advancement of litigation expenses, as subject to an aggregate cap of \$5 million, health benefits, basic life insurance benefits, long-term disability benefits, and benefits provided under the Delphi Supplemental Executive Retirement Program, as limited to no more than \$5,000 per month per eligible officer or director.

4. The Debtors shall pay no Performance Achievement Plan Awards under the Debtors 2003-2005 Long-Term Incentive Plan prior to November 30, 2005.

5. The financial institutions upon which any checks are drawn in payment of the Prepetition Human Capital Obligations, either before, on, or after the date on which the Debtors filed these chapter 11 cases, are hereby authorized and directed to honor, upon presentation, any such checks.

6. Such financial institutions are authorized and directed to rely upon the representations of the Debtors as to which checks are in payment of the Prepetition Human Capital Obligations.

7. The Debtors may pay all federal, state, local, and foreign income withholding, payroll, employment, unemployment, social security, and similar taxes (including, but not limited to, taxes relating to the Federal Insurance Contributions Act ("FICA")), whether withheld from Employees' wages or paid directly by the Debtors to governmental authorities, as

well as other Employee withholdings including, but not limited to, pension plan contributions, union dues, charitable contributions, and garnishment contributions, if any.

8. The Debtors are authorized, but not directed, to pay any and all costs incident to maintaining or paying third parties to maintain and provide record-keeping relating to the various Employee benefit programs and any trusts related thereto that may be outstanding as of the Petition Date in the ordinary course of business.

9. Any party receiving payment from the Debtors is authorized and directed to rely upon the representations of the Debtors as to which payments are authorized by this Order.

10. Neither the provisions of this Order, nor any payments made by the Debtors pursuant to the Motion or this Order, shall be deemed to change the classification of any claim or to in any way change the rights or create new rights of any Employee or other person, including, without limitation, the creation of any right to payment entitled to administrative expense priority pursuant to sections 503 and 507 of the Bankruptcy Code.

11. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

12. The entry of this Order is final; provided, however, that (a) within ten business days after the official committee of unsecured creditors (the "Creditors' Committee") has been formed and retained counsel, the Creditors' Committee may object to the prospective application of this Order from and after the date of such objection, and (b) within ten business days of the date of entry hereof, the agent for the Debtors' prepetition banks (the "Agent") may

object to the prospective application of this Order from and after the date of such objection;
provided further, that if such objection is timely made by the Creditors' Committee or the Agent,
such objection shall be heard at the next regularly-scheduled omnibus hearing in these cases, and
(c) pending such hearing, this Order shall remain in full force and effect.

13. The Court shall retain jurisdiction to hear and determine all matters arising
from the implementation of this Order.

14. The requirement under Local Rule 9013-1(b) for the service and filing of a
separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
October 13, 2005

/s/ ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT F

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
:
In re :
:
Chapter 11
DELPHI CORPORATION, et al., :
:
Case No. 05-44481 (RDD)
Debtors. :
:
(Jointly Administered)
:
-----X

ORDER UNDER 11 U.S.C. §§ 105(a), 363, 364, 1107, AND 1108 AND
FED. R. BANKR. P. 6004 AND 9019 AUTHORIZING CONTINUATION OF VENDOR
RESCUE PROGRAM AND PAYMENT OF PREPETITION CLAIMS OF FINANCIALLY-
DISTRESSED SOLE SOURCE SUPPLIERS AND VENDORS WITHOUT CONTRACTS

("ESSENTIAL SUPPLIER ORDER")

Upon the motion, dated October 8, 2005 (the "Motion"),¹ of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") under sections 105, 363, 1107, and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), and Fed. R. Bankr. P. 6004 and 9019, authorizing the continuation of the Debtors' prepetition vendor rescue program and the payment of prepetition claims of financially-distressed sole source suppliers and vendors without enforceable contracts; and upon the Affidavit Of Robert S. Miller, Jr. In Support Of Chapter 11 Petitions And First Day Orders, sworn to October 8, 2005; and upon the record of the hearing held on the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.

Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.

2. The Debtors be, and they hereby are, authorized but not directed in the reasonable exercise of their business judgment, to pay all, a portion, or none of the prepetition claims (the "Essential Supplier Claims") owing to certain of the Debtors' suppliers that are essential to the uninterrupted functioning of the Debtors' business operations (the "Essential Suppliers") up to an aggregate amount of \$90 million (the "Essential Supplier Claims Cap," which amount includes any amounts paid by the Debtors under the Bridge Order Under 11 U.S.C. §§ 105(a), 363, 364, 1107, And 1108 And Fed. R. Bankr. P. 6004 And 9019 Authorizing Continuation Of Vendor Rescue Program And Payment Of Prepetition Claims Of Financially-Distressed Sole Source Suppliers And Vendors Without Contracts entered on October 8, 2005) upon such terms and in the manner provided in this Order and subject to the provisions of the Debtors' postpetition financing agreement.

3. The Debtors shall undertake appropriate efforts to cause Essential Suppliers to enter into an agreement with the Debtors substantially similar to Exhibit A hereto as a condition of payment of their Essential Supplier Claims, which agreement shall include, but not be limited to, the following terms:

(a) The amount of such Essential Supplier's estimated Essential Supplier Claims, accounting for any setoffs, other credits, and discounts thereto, shall be as mutually determined in good faith by the Essential Supplier and the Debtors (but such amount shall be used only for the purposes of determining such Essential Supplier's claim under the Order and shall not be deemed a claim allowed by the Court and the rights of all interested persons to object

to such claim shall be fully preserved until further order of the Court, unless such claim is waived by the Essential Supplier pursuant to the terms of the letter);

(b) MNS-2 payment terms and those other terms and conditions as are embodied in the Delphi's General Terms and Conditions or such other more favorable trade terms, practices, and programs in effect between such supplier and the Debtors in the twelve months prior to the Petition Date (the "Customary Trade Terms") between such Essential Supplier and the Debtors, or such other favorable terms as the Essential Suppliers and the Debtors may agree, and the Essential Supplier's agreement to provide goods and services in accordance with such terms;

(c) The Essential Supplier's agreement to provide goods and services to the Debtors based upon Customary Trade Terms or on such other favorable terms to the Debtors as the Debtors and the Essential Supplier may otherwise agree for the remaining term of the Essential Supplier's agreement with the Debtors, and the Debtors' agreement to pay for such goods in accordance with such terms;

(d) The Essential Supplier's agreement not to file or otherwise assert against any or all of the Debtors, their estates, or any other person or entity or any of their respective assets or property (real or personal) any lien (a "Lien"), regardless of the statute or other legal authority upon which such Lien is asserted related in any way to any remaining prepetition amounts allegedly owed to the Essential Supplier by the Debtors arising from agreements or other arrangements entered into prior to the Petition Date, and, to the extent the Essential Supplier has already obtained or otherwise asserted such a Lien, the Essential Supplier shall take whatever actions are necessary to remove such Lien;

(e) The Essential Supplier's acknowledgment that it has reviewed the terms and provisions of the Order and consents to be bound thereby; and

(f) The Essential Supplier's agreement that it will not separately seek payment for reclamation claims outside the terms of the Order unless the Essential Supplier's participation in the program to pay Essential Supplier Claims pursuant to the Order is terminated; provided, however, that such reclamation claims shall, if thereafter raised by the Essential Supplier as permitted by the Order, be treated as though raised on the later of (i) the date of the Order and (ii) the date on which the Trade Agreement is executed by both parties.

An agreement executed by and between the Debtors and an Essential Supplier as set forth in this paragraph shall be referred to as a "Trade Agreement." This Order is intended to authorize, but shall not require, the Debtors to enter into Trade Agreements, it being the express intention of this Court that the Debtors shall enter into Trade Agreements only when the Debtors determine, in their sole discretion, that it is appropriate to do so.

4. The Debtors are authorized, in their sole discretion, to make payments on account of Essential Supplier Claims in the absence of a Trade Agreement after the Debtors have undertaken diligent efforts to cause the Essential Supplier to execute a Trade Agreement and if the Debtors determine, in their sole discretion, that failure to pay the Essential Supplier Claim is likely to result in irreparable harm to the Debtors' business operations.

5. If an Essential Supplier refuses to supply goods and/or services to the Debtors on Customary Trade Terms following receipt of payment on its Essential Supplier Claim (regardless of whether such Essential Supplier has entered into a Trade Agreement), or fails to comply with any Trade Agreement entered into between such Essential Supplier and the Debtors, then the Debtors may, in their sole discretion and without further order of this Court, (a) declare that any Trade Agreement between the Debtors and such Essential Supplier is terminated (if applicable) and (b) declare that the payments made to the Essential Supplier on account of its Essential Supplier Claim be deemed to have been made in payment of then-outstanding postpetition claims of such suppliers without further order of this Court or action by any person or entity. In the event that such events occur, an Essential Supplier shall then immediately repay to the Debtors any payment made to it on account of its Essential Supplier Claims to the extent that payments on account of such Essential Supplier Claims exceed the postpetition claims of such suppliers then outstanding without giving effect to any rights of setoff, claims, provision for payment of reclamation or trust fund claims, or otherwise. In the event that a Trade Agreement is terminated or an Essential Supplier refuses to supply goods and/or services to the Debtors on Customary Trade Terms following receipt of payment on its Essential Supplier Claim (regardless of whether such Essential Supplier has entered into a Trade Agreement), it is the explicit

intention of this Court to return the parties to their position immediately prior to the entry of this Order with respect to all prepetition claims.

6. The Debtors may, in their sole discretion, reinstate a Trade Agreement if:

(a) the Debtors determination to terminate a Trade Agreement is subsequently reversed by this Court, after notice and a hearing following a motion by the Essential Supplier, for good cause shown that the determination was materially incorrect;

(b) the underlying default under the Trade Agreement was fully cured by the Essential Supplier not later than five business days following the Debtors' notification to the Essential Supplier that a default had occurred; or

(c) the Debtors, in their discretion, reach a favorable alternative agreement with the Essential Supplier.

7. The Debtors are hereby authorized but not directed to waive and release their rights, and the rights of their respective estates, under section 547 of the Bankruptcy Code to avoid a prepetition transfers (each a "Prefunding Transfer") on account of the prefunding of obligations to a supplier (each a "Prefunded Suppliers") if, on or before November 7, 2005, such Prefunded Supplier enters into a Trade Agreement. For the avoidance of doubt, nothing contained herein shall constitute a waiver or release of any of the Debtors' or their estates' rights under section 547 of the Bankruptcy Code with respect to any Prefunding Transfer absent the Debtors' express written agreement to waive and release their rights and the rights of their estates under section 547 of the Bankruptcy Code, the Debtors' entry into which shall only be authorized in accordance with the terms of the immediately-preceding sentence.

8. The Debtors are hereby authorized but not the directed to elect, in their sole discretion, to waive the conditions of this Order for payment of a claim under the Essential Supplier Claims Cap (the "Waiver") and to conditionally pay the claim of such threatening supplier (the "Non-Conforming Supplier"), subject to the following procedures:

(a) In the event that the Debtors grant a Waiver to a Non-Conforming Supplier, the Debtors shall, within three business days of payment pursuant to the Waiver (the

"Filing Deadline"), file with this Court (i) a Notice of Waiver, in substantially the form attached hereto as Exhibit B (the "Notice of Waiver"), and (ii) a proposed Order to Show Cause, in substantially the form attached hereto as Exhibit C (the "Order to Show Cause"), and shall serve such Notice of Waiver and Order to Show Cause on (v) the Non-Conforming Supplier, (w) the Office of the United States Trustee, (x) counsel for the official committee of unsecured creditors appointed in these cases (the "Creditors' Committee"), (y) counsel for the agent under the Debtors' prepetition credit facility, and (z) counsel for the agent under Debtors' proposed postpetition credit facility; provided, however, that the Debtors will not be required to file or serve a Notice of Waiver and an Order to Show Cause if, prior to the Filing Deadline, the Creditors' Committee ratifies the Waiver in writing to the Debtors.

(b) At the first regularly-scheduled hearing occurring at least five business days following entry of the Order to Show Cause by this Court, the Non-Conforming Supplier shall be required to appear before this Court and demonstrate that such Non-Conforming Supplier should not be held in violation of the automatic stay.

(c) Should the Court determine that, by its conduct, the Non-Conforming Supplier has violated the automatic stay, the Non-Conforming Supplier shall be required to disgorge the amount of the payment made by the Debtors pursuant to the Waiver, plus attorneys' fees and interest accrued on such amount at the rate specified under the relevant agreements governing the Debtors' debtor-in-possession credit facility or such other higher rate as this Court specifies, within three business days of entry of the order holding such Non-Conforming Supplier in violation of the automatic stay.

(d) Nothing contained herein shall limit the Debtors' right to file any motions, adversary complaints, or other pleadings that they determine in their sole and absolute discretion are necessary or appropriate to pursue other remedies, including, without limitation, injunctive relief, or alter the burden of proof as to any violation of the automatic stay.

9. The form of Notice of Waiver attached hereto as Exhibit B and the form of Order to Show Cause attached hereto as Exhibit C are hereby approved by this Court in all respects for use in accordance with the provisions of the foregoing paragraph.

10. The Debtors are hereby authorized but not the directed to continue their prepetition vendor rescue program (the "Vendor Rescue Program") in the ordinary course of business, including, without limitation, by providing the following forms of support to those suppliers (the "Troubled Suppliers") which the Debtors determine, in the exercise of their business judgment, require such support to maintain their operations:

(a) the Debtors may purchase, on behalf of a Troubled Supplier, the raw materials necessary to manufacture the Debtors' parts when a Troubled Supplier lacks the available credit to purchase such materials for its own account;

(b) the Debtors may provide a lump sum subsidy to a Troubled Supplier when the Supplier is faced with an acute short-term economic problem;

(c) the Debtors may lend funds to a Troubled Supplier, either by purchasing a participation in the Troubled Supplier's existing credit facility or by lending funds under a promissory note;

(d) the Debtors may agree to pay their obligations under invoices from a Troubled Supplier on an accelerated basis;

(e) the Debtors may agree to provide the Troubled Supplier with operational assistance, either through the Debtors' own personnel or through use of an outside consulting firm; and

(f) the Debtors may enter into agreements necessary to effectuate the transactions entered into with Troubled Suppliers as part of the Vendor Rescue Program, including, without limitation, accommodation agreements, inventory repurchase agreements, and access agreements.

11. The Debtors shall provide periodic reports to the Creditors' Committee which shall reflect payments of prepetition claims made to the Debtors' suppliers pursuant to this Order.

12. Nothing herein shall be construed to limit, or in any way affect, the Debtors' ability to dispute any Essential Supplier Claim or as a waiver by any of the Debtors of their rights to contest any invoice of an Essential Supplier under applicable non-bankruptcy law.

13. Nothing contained in the Motion or in this Order shall be deemed to constitute an assumption, adoption, or rejection of any executory contract or agreement between the Debtors and any third party or to require the Debtors to make any of the payments authorized herein.

14. Notwithstanding the relief granted herein and any actions taken hereunder, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of any claim held by, any person.

15. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, the Debtors are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order, and the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

16. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

17. Service of the Motion as provided therein shall be deemed good and sufficient notice of such Motion.

18. The entry of this Order is final; provided, however, that (a) within ten business days after the Creditors' Committee has been formed and retained counsel, the Creditors' Committee may object to the prospective application of this Order from and after the date of such objection, and (b) within ten business days of the date of entry hereof, the agent for the Debtors' prepetition banks (the "Agent") may object to the prospective application of this Order from and after the date of such objection; provided further that if any such objection is timely made by the Creditors' Committee or the Agent, such objection shall be heard at the next regularly-scheduled omnibus hearing in these cases, and (c) pending such hearing, this Order shall remain in full force and effect.

19. The requirement under Local Rule 9013-1(b) for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
October 13, 2005

/s/ ROBERT D. DRAIN

UNITED STATES BANKRUPTCY JUDGE

Exhibit A

_____, 2005

TO: [Essential Trade Creditor]
[Name]
[Address]

Dear Valued Supplier:

As you are no doubt aware, on October 8, 2005 (the "Petition Date"), Delphi Corporation ("Delphi"), together with certain of its U.S. affiliates (collectively, the "Debtors"), filed voluntary petitions under chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101-1330, as amended) in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Cases" and the "Bankruptcy Court," respectively). On the Petition Date, we requested the Bankruptcy Court's authority to pay certain suppliers in recognition of the importance of continuity in our business operations and our desire that the Bankruptcy Cases have as little effect on our operations as possible. On October __, 2005, the Bankruptcy Court entered an order (the "Order") authorizing us, under certain conditions, to pay pre-bankruptcy claims of certain suppliers that agree to the terms set forth below and to be bound by the terms of the Order. A copy of the Order is enclosed.

To receive payment on pre-bankruptcy claims, each selected supplier must agree to continue supplying goods to the Debtors based on "Customary Trade Terms." In the Order, Customary Trade Terms are defined as MNS-2 payment terms and those other terms and conditions as are embodied in the Delphi's General Terms and Conditions or such other more favorable trade terms, practices and programs (including, but not limited to, credit limits, pricing, cash discounts, timing of payments, allowance, rebates, coupon reconciliation, normal product mix and availability, and other applicable terms and programs) in effect between such supplier and the Debtors in the twelve months prior to the Petition Date.

For purposes of administration of this trade program as authorized by the Bankruptcy Court, the Debtors and you agree as follows:

(a) The estimated balance of the prepetition trade claim (net of any setoffs, credits or discounts (the "Trade Claim") that the Debtors will provisionally pay you is \$_____.

(b) You will provide MNS-2 payment terms or such other more favorable payment terms in effect between such supplier and the Debtors in the twelve months prior to the Petition Date as follows: (if more space is required, attach continuation pages) (as necessary).

(c) In consideration for the payment described herein, you agree not to file or otherwise assert against any or all of the Debtors, their estates, or any other person or

entity or any of their respective assets or property (real or personal) any lien (regardless of the statute or other legal authority upon which such lien is asserted) related in any way to any remaining prepetition amounts allegedly owed to you by the Debtors arising from agreements entered into prior to the Petition Date. Furthermore, if you have taken steps to file or assert such a lien prior to entering into this letter agreement, you agree to take all necessary steps to remove such lien as soon as possible.

(d) You will hereafter extend to the Debtors all Customary Trade Terms (as defined in the Order).

Payment of your Trade Claim in the manner set forth in the Order may occur only upon execution of this letter by a duly authorized representative of your company and the return of this letter to the Debtors. Your execution of this letter agreement and return of the same to the Debtors constitutes an agreement by you and the Debtors:

(a) to the Customary Trade Terms and, subject to the reservations contained in the Order, to the amount of the Trade Claim set forth above;

(b) that, for the remaining term of the purchase orders or other supply agreements governing your supply of goods to the Debtors, you will continue to supply the Debtors with goods, pursuant to the Customary Trade Terms, and that the Debtors will pay for such goods in accordance with Customary Trade Terms;

(c) that you have reviewed the terms and provisions of the Order and that you consent to be bound by such terms;

(d) that you will not separately seek payment for reclamation and similar claims outside the terms of the Order unless your participation in the trade payment program authorized by the Order (the "Trade Payment Program") is terminated; and

(e) that if either the Trade Payment Program or your participation therein terminates as provided in the Order, any payments received by you on account of your Trade Claim will be deemed to have been in payment of then outstanding postpetition obligations owed to you and that you will immediately repay to the Debtors any payments made to you on account of your Trade claim to the extent that the aggregate amount of such payments exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provision for payment of reclamation, or trust fund claims, or otherwise.

The Debtors and you also hereby agree that any dispute with respect to this agreement, the Order, and/or your participation in the Trade Payment Program shall be determined by the Bankruptcy Court.

You hereby agree that you will keep the terms of this Agreement together with all related settlement discussions strictly confidential. You may disclose the terms of this Agreement only to your management personnel that need to know such information to implement the terms of this Agreement and legal counsel and other advisors with whom you

have a recognized legal privilege; provided that all such parties have been informed of the confidentiality restrictions contained herein. You further agree that you will be responsible and liable for any breach of the confidentiality provisions set forth in this Agreement by your management personnel, legal counsel and other advisors. You acknowledge that failure to honor the confidentiality provisions contained herein would cause significant economic harm to the Debtors. Any discussions by you with any third parties, including the press or media or consultants, regarding this Agreement and its terms are expressly prohibited.

You also hereby acknowledge and agree that you continue to be bound by the terms of each purchase order or supply agreement between you and one or more of the Debtors, including, without limitation, the general terms and conditions applicable thereto, except to the extent modified by the terms of this agreement and the United States Bankruptcy Code.

The Debtors expressly reserve all of their rights at law and in equity, including, without limitation, all of their rights as debtors-in-possession under the United States Bankruptcy Code. Without limiting the generality of the foregoing sentence, this agreement, and any payment made hereunder, does not constitute (a) a waiver of the Debtors' rights (i) to dispute any claim, (ii) to reject any agreement, contract, purchase order, or other document under section 365 of the United States Bankruptcy Code, or (iii) to take, or refrain from taking, any other action under any applicable section of the United States Bankruptcy Code or any other applicable law or (b) an approval, adoption, or assumption of any agreement, contract, purchase order, or other document under section 365 of the United States Bankruptcy Code or any other applicable law, all of the Debtors' rights with respect to which are expressly reserved.

If you have any questions about this Agreement or our financial restructuring, please do not hesitate to call (____) _____ or (____) _____.

Sincerely,

[DELPHI AUTOMOTIVE SYSTEMS LLC]

By:

Its:

Agreed and Accepted by:
[Name of Trade Vendor]

By:

Its:

Dated: _____, 2005

Exhibit B

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
(212) 735-3000
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
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Debtors. : (Jointly Administered)
:
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NOTICE OF WAIVER

PLEASE TAKE NOTICE that on October 8, 2005, Delphi Corporation ("Delphi")
and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-

captioned cases (collectively, the "Debtors"), filed the Motion For Order Under 11 U.S.C. §§ 105(a), 363, 364, 1107, And 1108 And Fed. R. Bankr. P. 6004 And 9019 Authorizing Continuation Of Vendor Rescue Program And Payment Of Prepetition Claims Of Financially-Distressed Sole Source Suppliers And Vendors Without Contracts (the "Motion").

PLEASE TAKE FURTHER NOTICE that on October __, 2005, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order granting the relief requested in the Motion (the "Order").

PLEASE TAKE FURTHER NOTICE that, pursuant to the authority granted to the Debtors pursuant to paragraph 8 of the Order, the Debtors have determined to waive the conditions for payment of a prepetition claim under the Essential Supplier Claims Cap (as defined in the Motion) with respect to **[INSERT NAME OF SUPPLIER]** ("Supplier") and conditionally paid prepetition claims of Supplier in the amount of \$_____ on **[DATE]**.

PLEASE TAKE FURTHER NOTICE that contemporaneously herewith the Debtors are filing a proposed Order to Show Cause requesting that the Bankruptcy Court order Supplier to appear before the Bankruptcy Court at a hearing to be held at **10:00 a.m. Eastern Time on [DATE]** before the Honorable Robert D. Drain, United States Bankruptcy Judge, in the Bankruptcy Court, Courtroom 610, One Bowling Green, New York, New York 10004-1408 (the "Hearing") and demonstrate why Supplier should not be held in violation of the automatic stay provisions of 11 U.S.C. § 362.

Dated: New York, New York
October __, 2005

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: _____
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- and -

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Exhibit C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
:
In re :
:
: Chapter 11
DELPHI CORPORATION, et al., :
:
: Case No. 05 – 44481 (RDD)
Debtors. :
: (Jointly Administered)
:
-----X

ORDER TO SHOW CAUSE

Upon the motion, dated October 8, 2005 (the "Motion"),¹ of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") under sections 105, 363, 1107, and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), and Fed. R. Bankr. P. 6004 and 9019 authorizing the continuation of the Debtors' prepetition vendor rescue program and the payment of prepetition claims of financially-distressed sole source suppliers and vendors without enforceable contracts; and upon the order of this Court, entered October ?, 2005 (the "Order"), granting the relief requested in the Motion; and upon the Debtors' notice of waiver, dated ?, 2005, with respect to **[NAME OF SUPPLIER]** ("Supplier"); and it appearing that proper and adequate notice of the Debtors' request for entry of this Order to Show Cause (the "Show Cause Order") has been given

¹ Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Motion.

and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

20. The Debtors have complied with the procedures provided in paragraph 8 of the Order in determining to waive the conditions for payment of a prepetition claim under the Essential Supplier Claims Cap (as defined in the Motion) with respect to Supplier and conditionally paying prepetition claims of Supplier in the amount of \$_____ on **[DATE]**.

21. Supplier is hereby ordered to show cause before this Court at a hearing to be held at **10:00 a.m. Eastern Time on [DATE]** before the Honorable Robert D. Drain,, United States Bankruptcy Judge, in the Bankruptcy Court, Courtroom 610, One Bowling Green, New York, New York 10004-1408 (the "Hearing") why the Supplier should not be held in violation of the automatic stay provisions of 11 U.S.C. § 362 for willfully threatening to withhold essential goods from the Debtors under one or more contracts between the Debtors and Supplier, which action was automatically stayed by the Debtors' filing of voluntary petitions in this Court for reorganization relief under chapter 11 of the Bankruptcy Code.

22. Service of this Order to Show Cause is to be made by service upon (a) the Supplier, (b) the Office of the United States Trustee, (c) counsel for the official committee of unsecured creditors appointed in these cases pursuant to section 1102 of the Bankruptcy Code, (d) counsel for the agent under the Debtors' prepetition credit facility, and (e) counsel for the agent under Debtors' proposed postpetition credit facility. Notice served pursuant to the preceding sentence shall be via first class mail, postage prepaid. No further notice of the Hearing or of the entry of this Order to Show Cause need be served by the Debtors.

23. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: New York, New York
October __, 2005

UNITED STATES BANKRUPTCY JUDGE